REMARKS

In the Office Action dated March 26, 2004, claims 1, 3-5, 7, 9, 11, 13-15, 17, 18, 21, 22, 24, 25, and 27 were rejected under 35 U.S.C. § 102 over WO 99/20058 (Alcatel) and H. Newton, Newton's Telecom Dictionary, Telecom Books, pp. 684-685 (1998) (Newton); claims 1-5, 8-13, 15-19, 22, and 24-38 were rejected under § 103 over Lennox, "Call Processing Language Framework and Requirements," IETF Internet Draft, draft-ietf-iptel-cpl-framework-00.ps, pp. 1-15 (June 1999) (Lennox); claim 19 was rejected under § 103 over Alcatel in view of P. Gralla, "How the Internet Works," Special Ed., Ziff-Davis Press, pp. 184-187 (1997) (Gralla); and claims 1-38 were rejected under the judicially created doctrine of obviousness-type double patenting over claims 1-30 of U.S. Patent No. 6,701,366.

Note that a prior art rejection was not asserted against claims 6 and 20. Therefore, in view of the obviating of the obviousness-type double patenting rejection with a terminal disclaimer, claims 6 and 20 should contain allowable subject matter.

OBVIOUSNESS-TYPE DOUBLE PATENTING REJECTION

To obviate the obviousness-type double patenting rejection over U.S. Patent No. 6,701,366, a terminal disclaimer is submitted herewith.

REJECTIONS UNDER 35 U.S.C. §§ 102 & 103

1. Rejection Over Alcatel

It is respectfully submitted that claim 1 is not anticipated by Alcatel. The Office Action identified a service management access point 30 (Figure 6) of Alcatel as being the recited "software module," and a service management system (Figure 6) as being the recited "interface layer." The service management access point 30 of Alcatel does not contain instructions specifying *performance* of telephony services, and the service management system 12 of Alcatel does not include an interface layer comprising one or more components responsive to execution of the software module to provide commands

over a packet-based network to corresponding network elements to *perform* the telephony services specified by the software module.

The service management access point 30 provides user interfaces to direct *subscription and provisioning* of "all or part of a service to network elements such as service control point 16." Alcatel, 19:4-10. The service management access point 30 presents users with the ability to: provision services; create, modify, and delete service providers; represent service features as graphical icons; and so forth. Alcatel, 21:16-30. None of the features provided by the service management access point 30 constitutes instructions specifying *performance* of telephony services in the communications network.

Similarly, the service management system 12 coordinates *provisioning* of services to network elements. Alcatel, 12:19-23. Once a service is *provisioned and activated* by the service management system 12, "the service management system *does not* generally *participate* in service logic on the network." Alcatel, 27:23-30. "To provision and activate service logic, the service management system performs four functions: accepts and collects data, validates the data, stores the data and downloads the data to the network in a provisioning process that enables and activates the services." Alcatel, 27:25-30. Thus, Alcatel is unambiguous in teaching that the service management system 12 only *provisions* services on network elements, and once the service is provisioned and activated, the service management system 12 does *not* participate in the service logic. In other words, the service management system 12 does *not* provide commands to network elements to *perform* telephony services specified by the software module, as recited in claim 11.

Therefore, it is respectfully submitted that claim 11 is not anticipated by Alcatel.

Claim 1 is not anticipated by Alcatel for similar reasons, as Alcatel does not disclose receiving requests from a software module specifying *performance* of telephony services, and sending, in response to requests of the software module, commands over a packet-based network to one or more network elements involved in *performing* the telephony services.

Independent claim 22 is similarly allowable over Alcatel, since Alcatel does not disclose a means for executing a storing means to specify *performance* of a telephony service, and a communicating means for providing, in response to execution of the storing means, commands over a packet-based network to one or more network elements involved in *performing* the telephony service.

Independent claims 24 and 27 are also similarly allowable over Alcatel, since Alcatel does not disclose: (claim 24) sending commands over a packet-based network to one or more network elements in response to the requests to *perform* the specified telephony tasks; or (claim 27) generating commands over a packet-based network to one or more network elements to *perform* the telephony services.

All dependent claims are allowable over Alcatel for at least the same reasons as corresponding independent claims.

Claim 19, which depends from claim 11, was rejected as being obvious over Alcatel and Gralla. In view of the defective application of Alcatel to base claim 11, it is respectfully submitted that the obviousness rejection of claim 19 is also defective. Withdrawal of the obviousness rejection of claim 19 over Alcatel and Gralla is therefore respectfully requested.

2. Rejection Over Lennox and Brewster

Independent claims 1, 11, 22, 24, and 27 were also rejected as being obvious over the asserted combination of Lennox and Brewster. The "software module" of claim 11 was equated to a CPL script disclosed in Lennox. However, the Office Action conceded that Lennox fails to disclose the "interface layer" recited in claim 11. Instead, the Office Action relied upon Brewster as teaching the missing feature. More specifically, the Office Action identified the script engine 65 of Brewster as being the recited "interface layer."

Applicant respectfully submits that the asserted combination of Lennox and Brewster does not render obvious the invention of claim 11. To establish a *prima facie*

case of obviousness, there must be some motivation or suggestion to combine reference teachings. *See* MPEP § 2143 (8th ed., Rev. 1) at 2100-124 to 125.

Applicant respectfully submits that there is no motivation or suggestion to combine the teachings of Lennox and Brewster in the manner proposed by the Office Action. Brewster is concerned with providing call routing for a circuit-switched call that involves a central office 16, PBX 14, and telephones 16, 18, and 20. Brewster, 2:31-38. On the other hand, Lennox deals with packet-based telephony services and telephony sessions. The Office Action has cited to no evidence whatsoever of any desirability or motivation to incorporate the script engine 65 of Brewster into the Lennox system. In fact, because the script engine 65 is designed to process requests from a circuit-switched node such as the PBX 14, a person of ordinary skill in the art would have been dissuaded from incorporating the script engine 65 of Brewster into the Lennox system. The script engine 65 shown in Figure 2 of Brewster is part of a telephony server 12 that communicates with the PBX 14 to perform call routing for circuit-switched calls. The link between the PBX 14 and the telephony server 12 is a circuit-switched ISDN link. *See* Brewster, Figure 1 (ISDN BRI interface 40). Incorporating the script engine 65 of Brewster into Lennox would render Lennox inoperative, as the script engine 65 of Brewster would not be able to execute the CPL scripts of Lennox.

Therefore, there is no motivation or suggestion to combine Lennox and Brewster, and as a result, the obviousness rejection fails for at least this reason. A *prima facie* obviousness rejection has thus not been established with respect to claim 11.

The other independent claims 1, 24, and 27 are allowable over Lennox and Brewster for similar reasons. Dependent claims are allowable over Lennox and Brewster for at least the same reasons as the independent claims.

Moreover, with respect to dependent 2 (which depends from claim 1), the Office Action cited page 3 of Lennox as teaching the acts of providing *representations* of the network elements, and accessing the *representations* to generate commands to the one or more network elements. The examples given on page 3 of Lennox do not teach or suggest that providing the interface comprises providing *representations* of network

elements, nor do the examples teach or suggest accessing the representations to generate commands to one or more network elements.

Similarly, Lennox also does not disclose or suggest an interface layer that comprises *representations* of network elements (dependent claim 12). Moreover, with respect to dependent claim 31 (which depends from claim 12), the examples set forth on page 3 of Lennox do not teach or suggest that the interface layer contains representations of one or more of the following network elements: an integrated voice response system, a DTMF decoder, a voice mail system, and a recording system.

In view of the foregoing, all claims are in condition for allowance, which action is respectfully requested. The Commissioner is authorized to charge any additional fees, including extension of time fees, and/or credit any overpayment to Deposit Account No. 20-1504 (NRT.0032US).

Respectfully submitted,

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